

This Page Is Inserted by IFW Operations
and is not a part of the Official Record

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images may include (but are not limited to):

- BLACK BORDERS
- TEXT CUT OFF AT TOP, BOTTOM OR SIDES
- FADED TEXT
- ILLEGIBLE TEXT
- SKEWED/SLANTED IMAGES
- COLORED PHOTOS
- BLACK OR VERY BLACK AND WHITE DARK PHOTOS
- GRAY SCALE DOCUMENTS

IMAGES ARE BEST AVAILABLE COPY.

**As rescanning documents *will not* correct images,
please do not report the images to the
Image Problem Mailbox.**

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of: John R. Ferguson et al.

Serial No.: 10/632,328

Filed: 8/01/2003

TITLE: ENTERPRISE TASK MANAGER

Examiner: Not yet assigned

Group No.: Not yet assigned

Attorney Docket No.: 06023-00082

**POWER OF ATTORNEY BY ASSIGNEE AND
CERTIFICATION UNDER 37 CFR 3.73(b)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

As an officer of IDX Investment Corporation ("assignee"), a Vermont corporation, I hereby certify that to the best of assignee's knowledge and belief it is the assignee of the entire right, title and interest in and to the above-referenced patent application, and represent that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Assignee has reviewed the assignment document that evidences the placement of title in the assignee, a true and accurate copy which is attached hereto, and understands and believes that this assignment document will be or has been submitted for recordation in the U.S. Patent and Trademark Office.

Assignee hereby appoints on its behalf the following patent attorney to prosecute the patent application identified above and to transact all business in the Patent Office connected therewith:

Lawrence H. Meier, Esq.
Registration No. 31,446

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventors.

P226-6/03

Send all correspondence relating to this matter to:

Lawrence H. Meier, Esq.
DOWNS RACHLIN MARTIN PLLC
Customer No. 21918

Direct all telephone calls to Lawrence H. Meier at 802-846-8371.

The undersigned hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 19th day of April, 2004.

ASSIGNEE:

IDX INVESTMENT CORPORATION

By 

Name: Robert W. Baker, Jr., Esq.

Title: Sr. Vice President and General Counsel

Address: 1400 Shelburne Road
S. Burlington, VT 05403

BTV.265046.1

Attorney Docket No. 06023-00082

ASSIGNMENT

	Whereas, we,	Residing in:
(1)	John R. Ferguson	City/Town: Concord State: Massachusetts
and (2)	Shannon Bradley	City/Town: Brighton State: Massachusetts
and (3)	Stephen A. Canzano	City/Town: Shrewsbury State: Massachusetts
and (4)	Sean T. McKenna	City/Town: West Roxbury State: Massachusetts
and (5)	James R. Tice	City/Town: Jamaica Plain State: Massachusetts

have invented a certain new and useful

ENTERPRISE TASK MANAGER

and have executed, respectively, a United States patent application therefor on

- (1) July 30, 2003, and (2) _____, 2003, and
(3) _____, 2003, and (4) _____, 2003, and
(5) _____, 2003.

And whereas, IDX Investment Corporation, a corporation of Vermont, having a place of business at 1400 Shelburne Road, P.O. Box 1070, Burlington, VT 05402-1070, (hereinafter called Assignee), desires to acquire the entire right, title and interest in the said application and invention, and to any United States and foreign patents to be obtained therefore;

Now therefore, for good and valuable consideration, receipt whereof is hereby acknowledged, we the above-named hereby sell, assign, and transfer to Assignee, its successors and assigns, the entire right, title and interest in the said application and invention therein disclosed for the United States and foreign countries, and all rights of priority resulting from the filing of said United States application, and we request the Commissioner

07/31/2003 16:25 FAX

IDX

004

Attorney Docket No. 06023-00082

ASSIGNMENT

	Whereas, we,	Residing in:
(1)	John R. Ferguson	City/Town: Concord State: Massachusetts
and (2)	Shannon Bradley	City/Town: Brighton State: Massachusetts
and (3)	Stephen A. Canzano	City/Town: Shrewsbury State: Massachusetts
and (4)	Sean T. McKenna	City/Town: West Roxbury State: Massachusetts
and (5)	James R. Tice	City/Town: Jamaica Plain State: Massachusetts

have invented a certain new and useful

ENTERPRISE TASK MANAGER

and have executed, respectively, a United States patent application therefor on

(1) _____, 2003, and (2) July 31, 2003, and
(3) _____, 2003, and (4) _____, 2003, and
(5) _____, 2003.

And whereas, IDX Investment Corporation, a corporation of Vermont, having a place of business at 1400 Shelburne Road, P.O. Box 1070, Burlington, VT 05402-1070, (hereinafter called Assignee), desires to acquire the entire right, title and interest in the said application and invention, and to any United States and foreign patents to be obtained therefore;

Now therefore, for good and valuable consideration, receipt whereof is hereby acknowledged, we the above-named hereby sell, assign, and transfer to Assignee, its successors and assigns, the entire right, title and interest in the said application and invention therein disclosed for the United States and foreign countries, and all rights of priority resulting from the filing of said United States application, and we request the Commissioner

Attorney Docket No. 06023-00082

ASSIGNMENT

	Whereas, we,	Residing in:
(1)	John R. Ferguson	City/Town: Concord State: Massachusetts
and (2)	Shannon Bradley	City/Town: Brighton State: Massachusetts
and (3)	Stephen A. Canzano	City/Town: Shrewsbury State: Massachusetts
and (4)	Sean T. McKenna	City/Town: West Roxbury State: Massachusetts
and (5)	James R. Tice	City/Town: Jamaica Plain State: Massachusetts

have invented a certain new and useful

ENTERPRISE TASK MANAGER

and have executed, respectively, a United States patent application therefor on

- (1) _____, 2003, and (2) _____, 2003, and
(3) July 31, 2003, and (4) _____, 2003, and
(5) _____, 2003.

And whereas, IDX Investment Corporation, a corporation of Vermont, having a place of business at 1400 Shelburne Road, P.O. Box 1070, Burlington, VT 05402-1070, (hereinafter called Assignee), desires to acquire the entire right, title and interest in the said application and invention, and to any United States and foreign patents to be obtained therefore;

Now therefore, for good and valuable consideration, receipt whereof is hereby acknowledged, we the above-named hereby sell, assign, and transfer to Assignee, its successors and assigns, the entire right, title and interest in the said application and invention therein disclosed for the United States and foreign countries, and all rights of priority resulting from the filing of said United States application, and we request the Commissioner

Attorney Docket No. 06023-00082

ASSIGNMENT

	Whereas, we,	Residing in:
(1)	John R. Ferguson	City/Town: Concord State: Massachusetts
and (2)	Shannon Bradley	City/Town: Brighton State: Massachusetts
and (3)	Stephen A. Canzano	City/Town: Shrewsbury State: Massachusetts
and (4)	Sean T. McKenna	City/Town: West Roxbury State: Massachusetts
and (5)	James R. Tice	City/Town: Jamaica Plain State: Massachusetts

have invented a certain new and useful

ENTERPRISE TASK MANAGER

and have executed, respectively, a United States patent application therefor on

- (1) _____, 2003, and (2) _____, 2003, and
(3) _____, 2003, and (4) August 14, 2003, and
(5) _____, 2003.

And whereas, IDX Investment Corporation, a corporation of Vermont, having a place of business at 1400 Shelburne Road, P.O. Box 1070, Burlington, VT 05402-1070, (hereinafter called Assignee), desires to acquire the entire right, title and interest in the said application and invention, and to any United States and foreign patents to be obtained therefore;

Now therefore, for good and valuable consideration, receipt whereof is hereby acknowledged, we the above-named hereby sell, assign, and transfer to Assignee, its successors and assigns, the entire right, title and interest in the said application and invention therein disclosed for the United States and foreign countries, and all rights of priority resulting from the filing of said United States application, and we request the Commissioner

Attorney Docket No. 06023-00082

ASSIGNMENT

	Whereas, we,	Residing in:
(1)	John R. Ferguson	City/Town: Concord State: Massachusetts
and (2)	Shannon Bradley	City/Town: Brighton State: Massachusetts
and (3)	Stephen A. Canzano	City/Town: Shrewsbury State: Massachusetts
and (4)	Sean T. McKenna	City/Town: West Roxbury State: Massachusetts
and (5)	James R. Tice	City/Town: Jamaica Plain State: Massachusetts

have invented a certain new and useful

ENTERPRISE TASK MANAGER

and have executed, respectively, a United States patent application therefor on

- (1) _____, 2003, and (2) _____, 2003, and
(3) _____, 2003, and (4) _____, 2003, and
(5) July 31, 2003.

And whereas, IDX Investment Corporation, a corporation of Vermont, having a place of business at 1400 Shelburne Road, P.O. Box 1070, Burlington, VT 05402-1070, (hereinafter called Assignee), desires to acquire the entire right, title and interest in the said application and invention, and to any United States and foreign patents to be obtained therefore;

Now therefore, for good and valuable consideration, receipt whereof is hereby acknowledged, we the above-named hereby sell, assign, and transfer to Assignee, its successors and assigns, the entire right, title and interest in the said application and invention therein disclosed for the United States and foreign countries, and all rights of priority resulting from the filing of said United States application, and we request the Commissioner

of Patents to issue any Letters Patent granted upon the invention set forth in said application to Assignee, its successors and assigns; and we hereby agree that Assignee may apply for foreign Letters Patent on said invention and we will execute all papers necessary in connection with the United States and foreign applications when called upon to do so by Assignee.

We the above-named hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(1) Executed at Boston (city/town), Ma (state), this 30 day of July, 2003.

(1) John R. Ferguson
John R. Ferguson

(2) Executed at _____ (city/town), _____ (state), this _____ day of _____, 2003.

(2) _____
Shannon Bradley

(3) Executed at _____ (city/town), _____ (state), this _____ day of _____, 2003.

(3) _____
Stephen A. Canzano

(4) Executed at _____ (city/town), _____ (state), this _____ day of _____, 2003.

(4) _____
Sean T. McKenna

(5) Executed at _____ (city/town), _____ (state), this _____ day of _____, 2003.

(5) _____
James R. Tice

BTV/247205.1

P201-5/00

Page 2 of 2

of Patents to issue any Letters Patent granted upon the invention set forth in said application to Assignee, its successors and assigns; and we hereby agree that Assignee may apply for foreign Letters Patent on said invention and we will execute all papers necessary in connection with the United States and foreign applications when called upon to do so by Assignee.

We the above-named hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(1) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(1) _____
John R. Ferguson

31 (2) Executed at BUTTON (city/town), MA (state), this
day of July, 2003.

(2) _____
Shannon Bradley

(3) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(3) _____
Stephen A. Canzano

(4) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(4) _____
Sean T. McKenna

(5) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(5) _____
James R. Tice

BTV/247205.1

P201-5/00

Page 2 of 2

of Patents to issue any Letters Patent granted upon the invention set forth in said application to Assignee, its successors and assigns; and we hereby agree that Assignee may apply for foreign Letters Patent on said invention and we will execute all papers necessary in connection with the United States and foreign applications when called upon to do so by Assignee.

We the above-named hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(1) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(1) _____
John R. Ferguson

(2) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(2) _____
Shannon Bradley

(3) Executed at Shrewsbury (city/town), MA (state), this
31 day of July, 2003.

(3) _____
Stephen A. Canzano

(4) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(4) _____
Sean T. McKenna

(5) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(5) _____
James R. Tice

BTV/247205.1

P201-5/00

Page 2 of 2

of Patents to issue any Letters Patent granted upon the invention set forth in said application to Assignee, its successors and assigns; and we hereby agree that Assignee may apply for foreign Letters Patent on said invention and we will execute all papers necessary in connection with the United States and foreign applications when called upon to do so by Assignee.

We the above-named hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(1) Executed at _____ (city/town), _____ (state), this _____ day of _____, 2003.

(1) _____
John R. Ferguson

(2) Executed at _____ (city/town), _____ (state), this _____ day of _____, 2003.

(2) _____
Shannon Bradley

(3) Executed at _____ (city/town), _____ (state), this _____ day of _____, 2003.

(3) _____
Stephen A. Canzano

(4) Executed at Boston (city/town), MA (state), this 4th day of August, 2003.

(4) Sean T. McKenna
Sean T. McKenna

(5) Executed at _____ (city/town), _____ (state), this _____ day of _____, 2003.

(5) _____
James R. Tice

BTV/247205.1

P201-5/00

Page 2 of 2

of Patents to issue any Letters Patent granted upon the invention set forth in said application to Assignee, its successors and assigns; and we hereby agree that Assignee may apply for foreign Letters Patent on said invention and we will execute all papers necessary in connection with the United States and foreign applications when called upon to do so by Assignee.

We the above-named hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(1) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(1) _____
John R. Ferguson

(2) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(2) _____
Shannon Bradley

(3) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(3) _____
Stephen A. Canzano

(4) Executed at _____ (city/town), _____ (state), this
____ day of _____, 2003.

(4) _____
Sean T. McKenna

(5) Executed at Boston (city/town); MA (state), this
31st day of July, 2003.

(5) James R. Tice
James R. Tice

BTV/247205.1

P201-5/00

Page 2 of 2